Parcel No. 15DA 38528
Map No. 81-2
Par No. 27
Owner: Martha J. Payton

Send Tax Bills to
Guaranty Mortgage Co.
316 Union
Nashville, Tennessee

THIS INSTRUMENT WAS PREPARED BY:
EDWARD SEDDON, ATTORNEY
SUITE 508 - 315 FOURTH AVE NORTH
NASHVILLE, TENNESSEE 37201

59 Creighton Ave

INSTALLMENT DEED

BOOK 4196 PAGE 641

For and in Consideration of the sum of Nine Thousand Four Hundred Fifty and No/100 ($9,450.00) ---------- Dollars,

of which One Thousand One Hundred Four and 11/100 ($1,104.11) ---------- Dollars,

has been paid in cash by Martha J. Payton, Unmarried

the receipt of which is hereby acknowledged, and for the remainder Eight Thousand Three Hundred Forty Five and 89/100 ($8,345.89) ---------- Dollars,

the said Martha J. Payton, Unmarried hereby assumes the unpaid balance of a Note in the amount of $7,145.89 secured by a first mortgage Deed of Trust of record in Book 2525, page 361, Register's Office for Davidson County, Tennessee, and for the remaining balance of $1200.00 executes a promissory note payable to Beatrice Harrison Jones, payable in 24 monthly installments of $19.89 each, commencing on the first day of each month and continuing on the first day of each month thereafter for 24 months at which time the payment is increased to $35.00, continuing on the first day of each month thereafter until principal and interest are fully paid,

add on said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Beatrice Harrison Jones

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has this day bargained and sold, and do hereby transfer and convey unto the said unmarried Martha J. Payton, her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 15 on the Plan of Scott Avenue Annex as of record in Book 2331, page 87, Register's Office for Davidson County, Tennessee.

Said Lot No. 15 fronts 50 feet on the northerly side of Creighton Street and runs back 121.9 feet on the westerly line and 129.7 feet on the easterly line to a dead line measuring 50.65 feet thereon.

Being the same property conveyed to Beatrice Harrison Jones by deed from Tom A. Bland and wife, Ruth J. Bland of record in Book 4192, page 570, Register's Office for Davidson County, Tennessee.

STATE TAX $ 14.18
PROBATE .50
TOTAL $ 14.68

DEC 11 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID DEC 11 1967

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Martha J. Payton, unmarried/her heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Martha J. Payton, unmarried her heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to me in hand paid, I, the said Martha J. Payton, Unmarried

do hereby transfer and convey unto Edward Seddon, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Martha J. Payton, Unmarried do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ loan amount until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interst may appear.

I further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case I fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if I, the said Martha J. Payton, Unmarried shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; I fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. I agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. I further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to the Grantor representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to Edward Seddon, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, ~~we~~ I, the said Beatrice Harrison Jones and Martha J. Payton, Unmarried hereunto set our hands at Nashville, Tennessee, this the 1st day of December 19 67

Beatrice Harrison Jones
Beatrice Harrison Jones

Martha J. Payton
Martha J. Payton, Unmarried

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Mrs D F Martin, a Notary Public in and for said County and State, the within named Beatrice Harrison Jones, Grantor and Martha J. Payton, Grantee

the bargainor S, with whom I am personally acquainted, and who acknowledged that ~~they~~ she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee this 1 day of Dec, 1967

Mrs D F Martin, Notary Public

Commission Expires July 21 1970

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor ___, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19___

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

INSTALLMENT DEED

FROM

Beatrice Harrison Jones

TO

Martha J. Payton, Unmarried

Attorneys Title
Tides Gus

NASHVILLE, TENN.

99392

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 12 11 37 AM '67

NOTED: BOOK 117 PAGE 525
RECORDING FEE $ 6.00
DEP. REG. 2.00

mail
Return Deed to:
Beatrice Harrison Jones
1109 E. Cahal Ave
Nash

600